

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jun 03, 2025

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

BRENDA FRIAS PEREZ, GLORIA
GUIZAR NEGRETTE, PATRICIA
LOZANO, ORALIA GUTIERREZ-
VERDUZCO,

Plaintiffs,

v.

RITCHIE LAW PLLC, a Washington
Professional Limited Liability Company
d/b/a Ritchie Reiersen Injury and
Immigration Attorneys,

Defendant.

No. 4:24-cv-05107-RLP

ORDER GRANTING STIPULATED
PROTECTIVE ORDER IN PART AND
DENYING IN PART

Before the Court is the parties' Stipulated Protective Order, ECF No. 29.

The parties seek a protective order to protect confidential material including: (1) each of the plaintiffs' medical and psychological records, financial records, and related medical and financial information produced and disclosed in this case, including any and all income records, healthcare records, documents, images, or

ORDER GRANTING STIPULATED PROTECTIVE ORDER
IN PART AND DENYING IN PART ~ 1

1 recordings, personal medical or mental health information, and records and
2 information disclosed by medical or psychological providers, treating providers
3 and expert witnesses, opinions, tests, evaluations and assessments by either treating
4 or expert reports or depositions (“Plaintiffs’ Medical and Financial Records and
5 Information”); and (2) Defendants’ accounting information, tax records, or other
6 financial records; private information contained within Ritchie Reiersen Law’s
7 employees’ personnel files, including but not limited to home addresses, dates of
8 birth, social security numbers, emergency contacts and their identifying
9 information, medical information, sick leave and related medical information, and
10 private information of Ritchie Reiersen Law’s clients, including but not limited to
11 names, dates of birth, social security numbers, home addresses, and financial
12 information.

13 The parties ask the Court to sign a Protective Order that was drafted and
14 agreed to by the parties. It is this Court’s preference to not enter general Protective
15 Orders that simply set forth the parties’ agreement for handling “confidential”
16 materials. The parties are free to contract between themselves regarding disclosure
17 of information produced in discovery and pursue appropriate remedies in the event
18 of breach; however, the Court will not be party to such an agreement. If the parties
19 wish to file specific items of discovery in the court record and protect such items
20 from public access, the Court will entertain a motion to seal or an application for a

1 narrowly tailored protective order. As such, the Court denies the request for a
2 blanket protective order regarding medical and financial records.

3 However, the Court finds good cause under Fed. R. Civ. P. 26(c) to issue an
4 order to protect certain categories of information produced by a party in discovery
5 in this matter to prevent annoyance, embarrassment, oppression, or undue burden
6 or expense. The Court therefore grants the protective order as to any individual
7 person's income tax information, social security number, private banking/financial
8 account records or information (redact to the last four digits), dates of birth (unless
9 deceased), home addresses, and personal telephone numbers.

10 **ACCORDINGLY, IT IS ORDERED:**

11 1. The parties' Stipulated Protective Order, **ECF No. 29**, is **GRANTED**
12 **in part** as any individual person's income tax information, social security
13 numbers, private banking/financial account records or information (redact to the
14 last four digits), dates of birth (unless deceased), home addresses, personal and
15 telephone numbers.

16 2. The parties' Stipulated Protective Order, **ECF No. 29**, is **DENIED in**
17 **part** as to medical records and financial records generally.

18 **PROTECTIVE ORDER**

19 This Order does not confer blanket protection on all disclosures or discovery
20 responses. The protection it affords from public disclosure and use applies only to

1 limited information or items entitled to confidential treatment under applicable legal
2 principles. Additionally, it does not automatically entitle parties to file confidential
3 information under seal.

4 1. “CONFIDENTIAL” MATERIAL

5 “Confidential” material shall include any individual person’s income tax
6 information, social security numbers, passport numbers, driver license numbers,
7 private banking/financial account records or information (redact to the last four
8 digits), dates of birth (unless deceased), home addresses, and personal telephone
9 numbers.

10 2. SCOPE

11 The protections conferred by this agreement cover not only confidential
12 material (as defined above), but also (1) any information copied or extracted from
13 confidential material; (2) all copies, excerpts, summaries, or compilations of
14 confidential material; and (3) any testimony, conversations, or presentations by
15 parties or their counsel that might reveal confidential material.

16 However, the protections conferred by this agreement do not cover
17 information that is in the public domain or becomes part of the public domain
18 through trial or otherwise.

19 3. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

20 3.1 Basic Principles. A receiving party may use confidential material that

1 is disclosed or produced by another party or by a non-party in connection with this
2 case only for prosecuting, defending, or attempting to settle this litigation.
3 Confidential material may be disclosed only to the categories of persons and under
4 the conditions described in this agreement. Confidential material must be stored and
5 maintained by a receiving party at a location and in a secure manner that ensures that
6 access is limited to the persons authorized under this agreement.

7 3.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the designating party, a
9 receiving party may disclose any confidential material only to:

10 (a) the receiving party’s counsel of record in this action, as well as
11 employees of counsel to whom it is reasonably necessary to disclose the information
12 for this litigation;

13 (b) the officers, directors, and employees (including in house counsel)
14 of the receiving party to whom disclosure is reasonably necessary for this litigation,
15 unless the parties agree that a particular document or material produced is for
16 Attorney’s Eyes Only and is so designated;

17 (c) experts and consultants to whom disclosure is reasonably necessary
18 for this litigation and who have signed the “Acknowledgment and Agreement to Be
19 Bound” (Exhibit A);

20 (d) the court, jury, court personnel, and court reporters and their staff;

1 (e) copy or imaging services retained by counsel to assist in the
2 duplication of confidential material, provided that counsel for the party retaining the
3 copy or imaging service instructs the service not to disclose any confidential material
4 to third parties and to immediately return all originals and copies of any confidential
5 material;

6 (f) during their depositions, witnesses in the action to whom disclosure
7 is reasonably necessary and who have signed the “Acknowledgment and Agreement
8 to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or
9 ordered by the court. Pages of transcribed deposition testimony or exhibits
10 containing confidential material must be separately bound by the court reporter and
11 may only be disclosed as permitted under this agreement; ;

12 (g) the author or recipient of a document containing the information or
13 a custodian or other person who otherwise possessed or knew the information.

14 3.3 Filing Confidential Material. Before filing confidential material or
15 discussing or referencing such material in court filings, the filing party shall confer
16 with the designating party to determine whether the designating party will remove
17 the confidential designation, whether the document can be redacted, or whether a
18 motion to seal or stipulation and proposed order is warranted. During the meet and
19 confer process, the designating party must identify the basis for sealing the specific
20 confidential information at issue, and the filing party shall include this basis in its

1 motion to seal, along with any objection to sealing the information at issue. A party
2 who seeks to maintain the confidentiality of its information bears the burden to
3 satisfy the applicable legal requirements to do so, even if it is not the party filing the
4 motion to seal. Failure to satisfy this requirement will result in the motion to seal
5 being denied, in accordance with the strong presumption of public access to the
6 Court's files.

7 4. DESIGNATING PROTECTED MATERIAL

8 4.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each party or non-party that designates information or items for protection under
10 this agreement must take care to limit any such designation to specific material that
11 qualifies under the appropriate standards. The designating party must designate for
12 protection only those parts of material, documents, items, or oral or written
13 communications that qualify, so that other portions of the material, documents,
14 items, or communications that do not warrant protection are not unjustifiably
15 included in this agreement's scope.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (*e.g.*, to unnecessarily encumber or delay the case development process or
19 to impose unnecessary expenses and burdens on other parties) expose the
20 designating party to sanctions.

1 If it comes to a designating party's attention that information or items that it
2 designated for protection do not qualify for protection, the designating party must
3 promptly notify all other parties that it is withdrawing the mistaken designation.

4 4.2 Manner and Timing of Designations. Except as otherwise provided in
5 this agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise
6 stipulated or ordered, disclosure or discovery material that qualifies for protection
7 under this agreement must be clearly so designated before or when the material is
8 disclosed or produced.

9 (a) Information in documentary form: (*e.g.*, paper or electronic
10 documents and deposition exhibits, but excluding transcripts of depositions or other
11 pretrial or trial proceedings), the designating party must affix the word
12 "CONFIDENTIAL" to each page that contains confidential material. If only a
13 portion or portions of the material on a page qualifies for protection, the producing
14 party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
15 markings in the margins).

16 (b) Testimony given in deposition or in other pretrial proceedings: the
17 parties and any participating non-parties must identify on the record, during the
18 deposition or other pretrial proceeding, all protected testimony, without prejudice to
19 their right to so designate other testimony after reviewing the transcript. Any party
20 or non-party may, within fifteen days after receiving the transcript of the deposition

1 or other pretrial proceeding, designate portions of the transcript, or exhibits thereto,
2 as confidential. If a party or non-party desires to protect confidential information at
3 trial, the issue should be addressed during the pre-trial conference.

4 (c) Other tangible items: the producing party must affix in a prominent
5 place on the exterior of the container or containers in which the information or item
6 is stored the word “CONFIDENTIAL.” If only a portion or portions of the
7 information or item warrant protection, the producing party, to the extent practicable,
8 shall identify the protected portion(s).

9 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive
11 the designating party’s right to secure protection under this agreement for such
12 material. In such cases, the receiving party must take reasonable steps to ensure the
13 material is treated as confidential under this agreement.

14 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

15 5.1 Timing of Challenges. Any party or non-party may challenge a
16 designation of confidentiality at any time. Unless a prompt challenge to a
17 designating party’s confidentiality designation is necessary to avoid foreseeable,
18 substantial unfairness, unnecessary economic burdens, or a significant disruption or
19 delay of the litigation, a party does not waive its right to challenge a confidentiality
20 designation by electing not to mount a challenge promptly after the original

1 designation is disclosed.

2 5.2 Meet and Confer. The parties must make every attempt to resolve any
3 dispute regarding confidential designations without court involvement. Any motion
4 regarding confidential designations or for a protective order must include a
5 certification, in the motion or in a declaration or affidavit, that the movant has
6 engaged in a good faith meet and confer conference with other affected parties in an
7 effort to resolve the dispute without court action. The certification must list the date,
8 manner, and participants to the conference. A good-faith effort to resolve disputes
9 requires an in-person or telephone conference.

10 5.3 Judicial Intervention. If the parties cannot resolve a challenge without
11 court intervention, the parties may seek judicial intervention. All parties shall
12 continue to maintain the material in question as confidential until the court rules on
13 the challenge.

14 6. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
15 IN OTHER LITIGATION

16 If a party is served with a subpoena or a court order issued in other litigation
17 that compels disclosure of any information or items designated in this action as
18 “CONFIDENTIAL,” that party must:

19 (a) promptly notify the designating party in writing and include a copy
20 of the subpoena or court order;

 (b) promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material covered by the
2 subpoena or order is subject to this agreement. Such notification shall include a copy
3 of this agreement; and

4 (c) cooperate with respect to all reasonable procedures sought to be
5 pursued by the designating party whose confidential material may be affected.

6 7. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
8 confidential material to any person or in any circumstance not authorized under this
9 agreement, the receiving party must immediately (a) notify in writing the designating
10 party of the unauthorized disclosures, (b) use its best efforts to retrieve all
11 unauthorized copies of the protected material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this agreement, and
13 (d) request that such person or persons execute the “Acknowledgment and
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 8. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL

17 When a producing party gives notice to receiving parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the receiving parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
may be established in an e-discovery order or agreement that provides for production

1 without prior privilege review. The parties agree to the entry of a non-waiver order
2 under Fed. R. Evid. 502(d) as set forth herein.

3 9. NON TERMINATION AND RETURN OF DOCUMENTS

4 Within 60 days after the termination of this action, including all appeals, each
5 receiving party must return all confidential material to the producing party, including
6 all copies, extracts and summaries thereof. Alternatively, the parties may agree upon
7 appropriate methods of destruction.

8 Notwithstanding this provision, counsel may retain a single archival copy of
9 court filings, transcripts, correspondence, deposition and trial exhibits, expert
10 reports, and attorney or consultant work product, even if these materials contain
11 confidential information. The confidentiality obligations imposed by this
12 agreement shall remain in effect until a designating party agrees otherwise in
13 writing or a court orders otherwise.

14 IT IS FURTHER ORDERED Pursuant to Fed. R. Evid. 502(d), the production
15 of any documents, electronically stored information (ESI) or information, whether
16 inadvertent or otherwise, in this proceeding shall not, for the purposes of this
17 proceeding or any other federal or state proceeding, constitute a waiver by the
18 producing party of any privilege applicable to those documents, including the
19 attorney-client privilege, attorney work-product protection, or any other privilege or
20 protection recognized by law. This Order shall be interpreted to provide the

1 maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R.
2 Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to
3 limit a party's right to conduct a review of documents, ESI or information (including
4 metadata) for relevance, responsiveness and/or segregation of privileged and/or
5 protected information before production. Information produced in discovery that s
6 protected as privileged or work product shall be immediately returned to the
7 producing party.

8 IT IS SO ORDERED. The Clerk shall enter this Order and forward copies to
9 counsel.

10 **DATED** June 3, 2025.

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12 REBECCA L. PENNELL
13 United States District Judge
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